

APPENDIX B

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF AGRICULTURE AND NATIONAL FEDERATION OF FEDERAL EMPLOYEES FEDERAL DISTRICT 1 International Association of Machinists and Aerospace Workers (IAMAW)

The Parties to this memorandum, the National Federation of Federal Employees, Federal District 1, IAMAW hereinafter referred to as NFFE-IAM, and the U.S. Department of Agriculture, hereinafter referred to as USDA, enter into this agreement for the purpose of establishing a mutually beneficial dues withholding agreement.

1. This Memorandum of Understanding is subject to and governed by 5 USC 7115, by regulations issued by the Office of Personnel Management (5 CFR 550.301, 550.311, 550.312, 550.321 and 550.322), and will be modified as necessary by any future amendments to said rules, regulations and law.
2. Any employee of the USDA who is included in a NFFE-IAM bargaining unit may make a voluntary allotment for the payment of dues to the NFFE-IAM. This Memorandum of Understanding shall be made a part of every current and future Local and National agreement as agreed to by the Local or National Parties, and shall be the only authorized method for obtaining dues withholding.
3. The employee shall obtain SF-1187, "Request for Payroll Deductions for Labor Organization Dues", from NFFE-IAM and shall file the completed SF-1187 with the designated NFFE-IAM representative. The employee shall be instructed by NFFE-IAM to complete the top portion and Part B of the form. No number shall appear in block 2 of the form except the employee's Social Security number.
4. The President or other authorized official of the Local Union or the National Secretary-Treasurer will certify on each SF-1187 that the employee is a member in good standing of NFFE-IAM; insert the amount to be withheld, and the appropriate Local number; and submit the completed SF-1187 to the Servicing Personnel Office of the USDA Agency involved. The Servicing Personnel Office shall certify the employee's eligibility for dues withholding, insert the NFFE-IAM code (01) and, process it with the National Finance Center within five (5) work days after receipt, with dues deductions becoming effective as of the beginning of the first full pay period after it is processed. The Servicing Personnel Office will forward a copy of the SF-1187 to the NFFE-IAM National Treasurer at 805 15th Street, N.W. Washington, D.C. 20005, after it is processed.
5. Deductions will be made each pay period by the NFC and remittances will be made promptly each pay period to the National Office of the NFFE-IAM. The NFC shall also promptly forward to NFFE-IAM, a listing of dues withheld via electronic means, e.g. CD. The listing shall be segregated by Local and shall show the name of each member employee from whose pay dues was withheld, the last four (4) digits of the employee's Social Security number, the amount withheld, the code of the employing agency, and the number of the Local to which each employee belongs. Each Local listing shall be summarized to show the number of members for whom dues were withheld, total amount withheld, and amount due to Local. Each list will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with an appropriate explanatory term.
6. The amount of dues certified on the SF-1187 by the authorized Union official (see Section 4) shall be the amount of regular dues, exclusive of initiation fees, assessment, back dues, fines, and similar charges and fees. One standard amount for all employees or different amounts of dues for different employees may be specified.

If there should be a change in the dues structure or amount, the authorized Union official shall notify the appropriate Servicing Personnel Office. If the change is the same for all members of the Local, a blanket authorization may be used which includes only the Local number and the new amount of dues to be withheld. If the change involves a varying dues structure, the notification must include the Local number, the name and the Social Security number of each member, and the new amount, of dues to be withheld for each member. The Servicing Personnel Office shall add the NFFE-IAM code (01) and promptly process the change with NFC. The change shall be effected at the beginning of the first full pay period after it is processed. Only one such change may be made in any six month period for a given Local.

7. a. An SF-1188 may be filed by an employee with the appropriate Servicing Personnel Office during the thirty (30) calendar-day period beginning forty-five (45) days prior to the anniversary date of his/her first dues withholding and ending fifteen (15) days prior to the anniversary date. It is the employee's responsibility to ensure timely filing of the revocation forms. The Agency shall discontinue withholding the dues from the employee's pay effective on the employee's anniversary date. The Servicing Personnel Office shall notify the NFFE-IAM National Office, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

b. An employee who has been on payroll deduction of union dues for more than a year may voluntarily revoke an allotment for the payment of dues by completing SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues", or by memorandum in duplicate and submitting it to the appropriate Servicing Personnel Office. The Servicing Personnel Office shall process the revocation with NFC, with the change to become effective at the beginning of the first full pay period after September 1 of each year provided that the revocation was received by the Servicing Personnel Office on or before August 1 of that same year. It is the employee's responsibility to ensure timely filing of the revocation forms. The Servicing Personnel Office shall notify the NFFE-IAM National Office, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

8. The USDA, through their Service Personnel Offices, will terminate an allotment:

(a) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;

(b) at the end of the pay period during which an employee member is separated or assigned to a position not included in a NFFE-IAM bargaining unit;

(c) at the end of the pay period during which the Servicing Personnel Office receives a notice from the NFFE-IAM or a Local of NFFE-IAM that an employee member has ceased to be a member in good standing; or

(d) in accordance with paragraph 7.

9. The Servicing Personnel Office and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for NFFE-IAM dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by NFFE-IAM.

10. The Parties to this Agreement recognize that problems may occur in the administration of this Agreement and the dues withholding program. The Parties agree to exchange names, addresses and telephone number of responsible officials and/or technicians of NFFE-IAM and USDA to facilitate resolution of problems. These individuals shall cooperate fully in an effort to resolve any issue relating to dues withholding under the terms of this Memorandum of Understanding.

11. This Memorandum of Understanding shall remain in effect for as long as NFFE holds exclusive recognition in USDA, except either Party may propose amendments at any time after the first anniversary date of the signing of this Agreement unless necessitated earlier by changes to law or regulation. This Memorandum may be incorporated into the Master Agreement between the U.S. Forest Service and the NFFE-IAM Forest Service Council and any other collective bargaining agreement between NFFE-IAM and a USDA activity upon mutual agreement of the Parties.

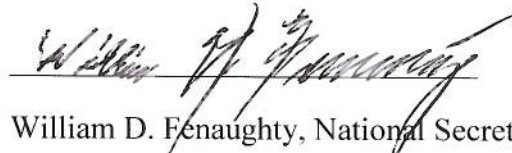
This Agreement becomes effective thirty (30) calendar days after it is by both Parties.

Signature:

 11/2/2010

Ronald S. James, Labor Relations Officer

OHRM, USDA



William D. Fenaughty, National Secretary-Treasurer

National Federation of Federal Employees, IAMAW

11/2/2010